FORM PTO-1618A Expires 06/30/99 OMB 0651-0027

07-24-2000



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U.S. Department of Commerce Patent and Trademark Office TRADEMARK

PRECORDATION FORM COVER SHEET TRADEMARKS ONLY

	: Please record the attached original document(s) or copy(ies).	
Submission Type	Conveyance Type	
X New	Assignment License	
Resubmission (Non-Recordation) Document ID # Correction of PTO Error Reel # Corrective Document	X Security Agreement Nunc Pro Tunc Assignment Effective Date Month Day Year Change of Name	
Reel # Frame #	Other	
Name National-Standard Company Formerly General Partnership	Mark if additional names of conveying parties attached Execution Date Month Day Year	
Other		
Other		
X Citizenship/State of Incorporation/Organiza	ation Indiana	
Receiving Party	Mark if additional names of receiving parties attached	
Name Foothill Capital Corporation	n	
DBA/AKA/TA		
Composed of		
Address (line 1) 11111 Santa Monica Boulevar	d	
Address (line 3) Los Angeles	California U.S.A. 90025 State/Country Zip Code	
Individual General Partnership Limited Partnership X Corporation Association Corporation Corporation		
X Citizenship/State of Incorporation/Organiza	ation California	
FOR 720/2000 BCDATES 00000195 75672193	R OFFICE USE ONLY	

Public burden reporting for this collection of members is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Wash TRADEMARK

REEL: 002107 FRAME: 0680

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U.S. Department of Commerce Patent and Trademark Office TRADEMARK

OMB 0651-0027	IRADLWARK		
Domestic Representative Name and Address	Enter for the first Receiving Party only.		
Name			
Address (line 1)			
Address (line 2)			
Address (line 3)			
Address (line 4)			
Correspondent Name and Address Area Code and	Telephone Number		
Name Federal Research Con	ρ.		
Address (line 1) 400 Seventh 5+ N	ω		
Address (line 2)			
Address (line 3) Washington DC	2000		
Address (line 4)			
Pages Enter the total number of pages of the attaincluding any attachments.	ached conveyance document # 18		
	an Number(c)		
Trademark Application Number(s) or Registration Enter either the Trademark Application Number or the Registration Number of Number or the Registration Number or the Registration Numb			
Trademark Application Number(s)	Registration Number(s)		
75/672193	2326343 0420579		
Number of Properties Enter the total number of pr	roperties involved. # 03		
Fee Amount for Properties L	isted (37 CFR 3.41): \$ 90 th		
	eposit Account		
Deposit Account (Enter for payment by deposit account or if additional fees can be			
Deposit Account	Number: #		
Authorization to	charge additional fees: Yes No		
Statement and Signature			
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.			
Stuart W. Rathje Stuart V	V. Rahe 6/26/00		
Name of Person Signing	Signature Date Signed		

TRADEMARK

REEL: 002107 FRAME: 0681

AMENDMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT

THIS AMENDMENT NO. 1 (this "Amendment) to that certain Trademark Security Agreement dated as of May 24, 1994 (the "Security Agreement") made by National-Standard Company, an Indiana corporation ("Borrower") in favor of Foothill Capital Corporation, a California corporation ("Lender") is made as of June 16, 2000.

WHEREAS, Borrower and Lender are parties to that certain Loan and Security Agreement dated as of May 24, 1994, as it may be amended from time to time, pursuant to which the Lender has agreed to extend loans and certain other financial accommodations to the Borrower and the Borrower has granted to the Lender a security interest in substantially all of the Borrower's assets, including, without limitation, its Trademarks (as defined in the Security Agreement);

WHEREAS, the Security Agreement was duly recorded in the United States Patent and Trademark Office on June 2, 1994, Reel & Frame Number: 1161/0457, in the form attached hereto as Exhibit A.

WHEREAS, since the date of Borrower's execution of the Security Agreement, Borrower has acquired interests in certain additional Trademarks (the "New Trademarks"); and

WHEREAS, in accordance with Section 6 of the Security Agreement, the parties agree to amend the Security Agreement to confirm the inclusion of such New Trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto hereby agree to amend the Security Agreement as follows:

- 1. <u>Exhibits.</u> Schedule A as referred to in the Security Agreement shall be deemed to refer to Schedule A as amended by the addition of the New Trademarks listed on Amendment No. 1 to Schedule A attached hereto.
- 2. <u>Effect of Amendment</u>. Except as expressly amended by this Amendment, the terms of the Security Agreement shall remain in full force and effect as executed.
- 3. <u>Counterparts</u>. This Amendment maybe executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument.

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IN WITNESS WHEREOF, Borrower and Lender have each caused this Amendment to be duly executed and delivered by an officer thereunto duly authorized as of the date first above written.

NATIONAL-STANDARD COMPANY

Ву	 		 	
Its_				_

Agreed and Accepted this

| 6 day of JUNE, 2000

FOOTHILL CAPITAL CORPORATION

Its VICE FREE DONT

IN WITNESS WHEREOF, Borrower and Lender have each caused this Amendment to be duly executed and delivered by an officer thereunto duly authorized as of the date first above written.

NATIONAL-STANDARD COMPANY

By DLawrence

		Its Treasures	
Agreed and Accepte	d this		
day of	, 2000		
FOOTHILL CAPIT	'AL CORPORA	TION	
Ву			

EXHIBIT A

COPY OF RECORDED SECURITY AGREEMENT

See Attached

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") dated as of May 24, 1994, is made by NATIONAL-STANDARD COMPANY, an Indiana corporation ("Debtor"), in favor of FOOTHILL CAPITAL CORPORATION ("Secured Party").

RECITALS

- A. Secured Party, on the one hand, and, on the other hand, Debtor have entered into that certain Loan and Security Agreement, dated as of the date hereof (as amended, modified, renewed or extended from time to time, the "Loan Agreement"), pursuant to which Secured Party has agreed to make certain financial accommodations to Debtor and Debtor has granted to Secured Party a security interest in (among other things) all of its general intangibles.
- B. Pursuant to the Loan Agreement and as one of the conditions precedent to the obligations of Secured Party under the Loan Agreement, Debtor has agreed to execute and deliver this Agreement to Secured Party for filing with the United States Patent and Trademark Office and with any other relevant recording systems in any domestic or foreign jurisdiction, and as further evidence of and to effectuate Secured Party's existing security interests in the trademarks and other general intangibles described herein.

AGREEMENT

NOW, THEREFORE, for valuable consideration, the receipt and adequacy of which is hereby acknowledged, Debtor hereby agrees in favor of Secured Party as follows:

1. Definitions: Interpretation.

(a) <u>Certain Defined Terms</u>. As used in this Agreement, the following terms shall have the following meanings:

"Bankruptcy Code" means the United States Bankruptcy Code (11 U.S.C. §101 et seq.), as amended, and any successor statute.

"Event of Default" means any Event of Default under the Loan Agreement.

"Lien" means any pledge, security interest, assignment, charge or encumbrance, lien (statutory or other), or other preferential arrangement (including any agreement to give any security interest).

"Loan Documents" has the meaning assigned to it in the Loan Agreement.

"Person" means an individual, corporation, partnership, joint venture, trust, unincorporated organization or any other juridical entity.

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"Proceeds" means whatever is receivable or received from or upon the sale, lease, license, collection, use, exchange or other disposition, whether voluntary or involuntary, of any Trademark Collateral, including "proceeds" as defined at California UCC Section 9306, all insurance proceeds and all proceeds of proceeds. Proceeds shall include (i) any and all accounts, chattel paper, instruments, general intangibles, cash and other proceeds, payable to or for the account of Debtor, from time to time in respect of any of the Trademark Collateral, (ii) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to or for the account of Debtor from time to time with respect to any of the Trademark Collateral, (iii) any and all claims and payments (in any form whatsoever) made or due and payable to Debtor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Trademark Collateral by any Person acting under color of governmental authority, and (iv) any and all other amounts from time to time paid or payable under or in connection with any of the Trademark Collateral or for or on account of any damage or injury to or conversion of any Trademark Collateral by any Person.

"PTO" means the United States Patent and Trademark Office and any successor thereto.

"Secured Obligations" means all liabilities, obligations, or undertakings owing by Debtor to Secured Party of any kind or description arising out of or outstanding under, advanced or issued pursuant to, or evidenced by the Loan Agreement, the other Loan Documents, or this Agreement, irrespective of whether for the payment of money, whether direct or indirect, absolute or contingent, due or to become due, voluntary or involuntary, whether now existing or hereafter arising, and including all interest (including interest that accrues after the filing of a case under the Bankruptcy Code) and any and all costs, fees (including attorneys fees), and expenses which Debtor is required to pay pursuant to any of the foregoing, by law, or otherwise.

"Trademark Collateral" has the meaning set forth in Section 2.

"Trademarks" has the meaning set forth in Section 2.

"<u>UCC</u>" means the Uniform Commercial Code as in effect from time to time in the State of California.

"United States" and "U.S." each mean the United States of America.

- (b) <u>Terms Defined in UCC</u>. Where applicable and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the UCC.
- (c) <u>Interpretation</u>. In this Agreement, except to the extent the context otherwise requires:
 - (i) Any reference to a Section or a Schedule is a reference to a section hereof, or a schedule hereto, respectively, and to a subsection or a clause is,

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unless otherwise stated, a reference to a subsection or a clause of the Section or subsection in which the reference appears.

- (ii) The words "hereof," "herein," "hereto," "hereunder" and the like mean and refer to this Agreement as a whole and not merely to the specific Section, subsection, paragraph or clause in which the respective word appears.
- (iii) The meaning of defined terms shall be equally applicable to both the singular and plural forms of the terms defined.
- (iv) The words "including," "includes" and "include" shall be deemed to be followed by the words "without limitation."
- (v) References to agreements and other contractual instruments shall be deemed to include all subsequent amendments and other modifications thereto.
- (vi) References to statutes or regulations are to be construed as including all statutory and regulatory provisions consolidating, amending or replacing the statute or regulation referred to.
- (vii) Any captions and headings are for convenience of reference only and shall not affect the construction of this Agreement.
- (viii) Capitalized words not otherwise defined herein shall have the respective meanings assigned to them in the Loan Agreement.

2. Security Interest.

- (a) Assignment and Grant of Security Interest. To secure the Secured Obligations, Debtor hereby grants, assigns, transfers and conveys to Secured Party a continuing security interest in all of Debtor's right, title and interest in and to the following property, whether now existing or hereafter acquired or arising and whether registered or unregistered (collectively, the "Trademark Collateral"):
 - (i) all state (including common law), federal and foreign trademarks, service marks and trade names, corporate names, company names, business names, fictious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, together with and including all licenses therefor held by Debtor (unless otherwise prohibited by any license or related licensing agreement under circumstances where the granting of the security interest would have the effect under applicable law of the termination or permitting termination of the license for breach) and all registrations and recordings thereof, and all applications filed or to be filed in connection therewith, including registrations and applications in the PTO, any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including without limitation any of the foregoing

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identified on Schedule A hereto (as the same may be amended, modified or supplemented from time to time), and the right (but not the obligation) to register claims under any state or federal trademark law or regulation or any trademark law or regulation of any foreign country and to apply for, renew and extend any of the same, to sue or bring opposition or cancellation proceedings in the name of Debtor or in the name of Secured Party for past, present or future infringement or unconsented use thereof, and all rights arising therefrom throughout the world (collectively, the "Trademarks");

- (ii) all claims, causes of action and rights to sue for past, present or future infringement or unconsented use of any Trademarks and all rights arising therefrom and pertaining thereto;
- (iii) all general intangibles related to or arising out of any of the Trademarks and all the goodwill of Debtor's business symbolized by the Trademarks or associated therewith; and
 - (iv) all products and Proceeds of any and all of the foregoing.
- (b) Continuing Security Interest. Debtor agrees that this Agreement shall create a continuing security interest in the Trademark Collateral which shall remain in effect until terminated in accordance with Section 17.
- (c) Incorporation into Loan Agreement. This Agreement shall be fully incorporated into the Loan Agreement and all understandings, agreements and provisions contained in the Loan Agreement shall be fully incorporated into this Agreement. Without limiting the foregoing, the Trademark Collateral described in this Agreement shall constitute part of the Collateral in the Loan Agreement.
- 3. Further Assurances: Appointment of Secured Party as Attorney-in-Fact Debtor at its expense shall execute and deliver, or cause to be executed and delivered, to Secured Party any and all documents and instruments, in form and substance satisfactory to Secured Party, and take any and all action, which Secured Party may reasonably request from time to time, to perfect and continue perfected, maintain the priority of or provide notice of Secured Party's security interest in the Trademark Collateral and to accomplish the purposes of this Agreement. Secured Party shall have the right to, in the name of Debtor, or in the name of Secured Party or otherwise, without notice to or assent by Debtor, and Debtor hereby irrevocably constitutes and appoints Secured Party (and any of Secured Party's officers or employees or agents designated by Secured Party) as Debtor's true and lawful attorney-in-fact with full power and authority, (i) to sign the name of Debtor on all or any of such documents or instruments and perform all other acts that Secured Party deems necessary or advisable in order to perfect or continue perfected, maintain the priority or enforceability of or provide notice of Secured Party's security interest in, the Trademark Collateral, and (ii) to execute any and all other documents and instruments, and to perform any and all acts and things for and on behalf of Debtor, which Secured Party may deem necessary or advisable to maintain, preserve and protect the Trademark Collateral and to accomplish the purposes of this Agreement, including (A) after the occurrence and during the continuance of any Event of Default, to defend, settle,

BPHLA\EAB\0255004.04 05/23/94 2:52pm adjust or institute any action, suit or proceeding with respect to the Trademark Collateral, (B) to assert or retain any rights under any license agreement for any of the Trademark Collateral, and (C) after the occurrence and during the continuance of any Event of Default, to execute any and all applications, documents, papers and instruments for Secured Party to use the Trademark Collateral, to grant or issue any exclusive or non-exclusive license with respect to any Trademark Collateral, and to assign, convey or otherwise transfer title in or dispose of the Trademark Collateral. The power of attorney set forth in this Section 3, being coupled with an interest, is irrevocable so long as this Agreement shall not have terminated in accordance with Section 17.

Nothing in this Agreement shall obligate Debtor to commence any suit, proceeding or other action for infringement of any of the Trademarks that are not material to the business of Debtor.

- 4. Representations and Warranties. Debtor represents and warrants to Secured Party as follows:
- (a) No Other Trademarks. A true and correct list of all of the existing Trademarks that are registered, or for which any currently pending application for registration has been filed with the PTO or any corresponding or similar trademark office of any other U.S. or foreign jurisdiction, and that are owned or held (whether pursuant to a license or otherwise) and used by Debtor is set forth in Schedule A.
- (b) <u>Trademarks Subsisting</u>. Each of the Trademarks listed in <u>Schedule</u> A is subsisting and has not been adjudged invalid or unenforceable, in whole or in part, and, to the best of Debtor's knowledge, each of the Trademarks is valid and enforceable.
- c) Ownership of Trademark Collateral; No Violation. (i) Debtor has rights in and good title to the existing Trademark Collateral, (ii) with respect to the Trademark Collateral shown on Schedule A hereto as owned by it, Debtor is the sole and exclusive owner thereof, free and clear of any Liens and rights of others (other than the security interest created hereunder), including licenses, registered user agreements and covenants by Debtor not to sue third persons and (iii) with respect to any Trademarks for which Debtor is either a licensor or a licensee pursuant to a license or licensee agreement regarding such Trademark, each such license or licensing agreement is in full force and effect, Debtor is not in default of any of its obligations thereunder and, other than the parties to such licenses or licensing agreements, no other Person has any rights in or to any of the Trademark Collateral. To the best of Debtor's knowledge, the past, present and contemplated future use of the Trademark Collateral by Debtor has not, does not and will not infringe upon or violate any right, privilege or license agreement of or with any other Person.
- (d) No Infringement. To the best of Debtor's knowledge, no material infringement or unauthorized use presently is being made of any of the Trademark Collateral by any Person.

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- (e) <u>Powers</u>. Debtor has the unqualified right, power and authority to pledge and to grant to Secured Party a security interest in all of the Trademark Collateral pursuant to this Agreement, and to execute, deliver and perform its obligations in accordance with the terms of this Agreement, without the consent or approval of any other Person except as already obtained.
- 5. Covenants. So long as any of the Secured Obligations remain unsatisfied, Debtor agrees that it will comply with all of the covenants, terms and provisions of this Agreement, the Loan Agreement and the other Loan Documents, and Debtor will promptly give Secured Party written notice of the occurrence of any event that could have a material adverse effect on any of the Trademarks or the Trademark Collateral, including any petition under the Bankruptcy Code filed by or against any licensor of any of the Trademarks for which Debtor is a licensee.
- 6. Future Rights. For so long as any of the Secured Obligations shall remain outstanding, or, if earlier, until Secured Party shall have released or terminated, in whole but not in part, its interest in the Trademark Collateral, if and when Debtor shall obtain rights to any new Trademarks, or any reissue, renewal or extension of any Trademarks, the provisions of Section 2 shall automatically apply thereto and Debtor shall give to Secured Party prompt notice thereof. Debtor shall do all things deemed necessary or advisable by Secured Party to ensure the validity, perfection, priority and enforceability of the security interests of Secured Party in such future acquired Trademark Collateral. Debtor hereby authorizes Secured Party to modify, amend or supplement the Schedules hereto and to re-execute this Agreement from time to time on Debtor's behalf and as its attorney-in-fact to include any future Trademarks which are or become Trademark Collateral and to cause such re-executed Agreement or such modified, amended or supplemented Schedules to be filed with the PTO.
- 7. Secured Party's Duties. Notwithstanding any provision contained in this Agreement, Secured Party shall have no duty to exercise any of the rights, privileges or powers afforded to it and shall not be responsible to Debtor or any other Person for any failure to do so or delay in doing so. Except for the accounting for moneys actually received by Secured Party hereunder or in connection herewith, Secured Party shall have no duty or liability to exercise or preserve any rights, privileges or powers pertaining to the Trademark Collateral.
- 8. Remedies. From and after the occurrence and during the continuation of an Event of Default, Secured Party shall have all rights and remedies available to it under the Loan Agreement and applicable law (which rights and remedies are cumulative) with respect to the security interests in any of the Trademark Collateral or any other Collateral. Debtor agrees that such rights and remedies include the right of Secured Party as a secured party to sell or otherwise dispose of its Collateral after default, pursuant to UCC Section 9-504. Debtor agrees that Secured Party shall at all times have such royalty-free licenses, to the extent permitted by law, for any Trademark Collateral that is reasonably necessary to permit the exercise of any of Secured Party's rights or remedies upon or after the occurrence of (and during the continuance of) an Event of Default with respect to (among other things) any tangible asset of Debtor in which Secured Party has a security interest, including Secured Party's rights to sell inventory, tooling or packaging which is acquired by Debtor (or its successor, assignee or trustee in

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bankruptcy). In addition to and without limiting any of the foregoing, upon the occurrence and during the continuance of an Event of Default, Secured Party shall have the right but shall in no way be obligated to bring suit, or to take such other action as Secured Party deems necessary or advisable, in the name of Debtor or Secured Party, to enforce or protect any of the Trademark Collateral, in which event Debtor shall, at the request of Secured Party, do any and all lawful acts and execute any and all documents required by Secured Party in aid of such enforcement. To the extent that Secured Party shall elect not to bring suit to enforce such Trademark Collateral, upon, during, or after the occurrence of an Event of Default, Debtor agrees to use all reasonable measures and its diligent efforts, whether by action, suit, proceeding or otherwise, to prevent the infringement, misappropriation or violation thereof by others and for that purpose agrees diligently to maintain any action, suit or proceeding against any Person necessary to prevent such infringement, misappropriation or violation.

- 9. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by Debtor and Secured Party and their respective successors and assigns.
- 10. Notices. All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Loan Agreement.
- 11. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, except to the extent that the validity or perfection of the assignment and security interests hereunder in respect of any Trademark Collateral are governed by federal law, in which case such choice of California law shall not be deemed to deprive Secured Party of such rights and remedies as may be available under federal law.
- 12. Entire Agreement: Amendment. This Agreement, together with the Schedules hereto, contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties as provided in the Loan Agreement. Notwithstanding the foregoing, Secured Party may re-execute this Agreement or modify, amend or supplement the Schedules hereto as provided in Section 6 hereof.
- 13. Severability. If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.
- 14. <u>Counterparts</u>. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.

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- 15. Loan Agreement. Debtor acknowledges that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Loan Agreement and all such rights and remedies are cumulative.
- 16. No Inconsistent Requirements. Debtor acknowledges that this Agreement and the other Loan Documents may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and Debtor agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms.
- 17. <u>Termination</u>. Upon the indefeasible payment in full of the Secured Obligations, including the cash collateralization, expiration, or cancellation of all Secured Obligations, if any, consisting of letters of credit, and the full and final termination of any commitment to extend any financial accommodations under the Loan Agreement, this Agreement shall terminate and Secured Party shall execute and deliver such documents and instruments and take such further action reasonably requested by Debtor, at Debtor's expense, as shall be necessary to evidence termination of the security interest granted by Debtor to Secured Party hereunder, including cancellation of this Agreement by written notice from Secured Party to the PTO.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

NATIONAL-STANDARD COMPANY

BA:

FOOTHILL CAPITAL CORPORATION

Ву:

Tilla:

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STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)
On May 24, 1994, before me, LINDA KAREN WILLIAMS, Notary Public, personally appeared RENE Tosern Vansteinum, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(e) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/thay executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(e), or the entity upon behalf of which the person(s) acted, executed the instrument.
WITNESS my hand and official seal.
Signature Signature OFFICIAL SEAL LINDA KAREN WILLIAMS Notary Public-Conformic LOS ANGELES COUNTY My Commission Expres October 9, 1994
STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)
On May 24, 1994, before me,

[SEAL]

UNDA KAREN WILLIAMS
NOTEN PUBLIC Cellernia
LOS ANGELES COUNTY
My Commission Expres
Cetober 9, 1994

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WITNESS my hand and official seal.

SCHEDULE A to the Trademark Security Agreement

U.S. Trademarks of Debtor

Registration	Registration Date	Owner	Registered Mark
No		Deblor	Copperply
675150	3/10/79		.
11817356	1/26/82	Debtor	Connelt
754461	8/13/83	Debtor	Corrostan
1361540	9/24/85	Debtor	Fibrex
1056447	1/18/77	Debtor	Meltex
647001	6/18/77	Debtor	Micro-Tin
697354	5/10/80	Debtor	NS & Circle Bar Design
1137089	6/17/80	Debtor	N-S CopperFree
655156	12/3/77	Debtor	Nickelply
830914	6/27/87	Debtor	Rocket
1598160	1/29/90	Debtor	Satin-Glide

SCHEDULE A to the Trademark Security Agreement

Pending U.S. Trademark Applications of Debtor

Application No. Filing Date Applicant Mark

None

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A-2.

SCHEDULE A to the Trademark Security Agreement

Foreign Trademarks of Debtor

Country	Registration No.	Registration Date	Owner	Registered Mark
Italy	386091	4/12/80	Debtor	Copperply
Spain	505143	2/14/88	Debtor	Copperply
Great Britain	810012	7/6/81	Debtor	Nastan
Australia	159522	4/20/88	Debtor	NS & Circle Bar Design
Canada	124339	11/10/91	Debtor	NS & Circle Bar Design
Germany	746281	4/6/90	Debtor	NS & Circle Bar Design
Holland	147188	12/12/90	Debtor	NS & Circle Bar Design
New Zealand	B-72055	10/31/90	Debtor	NS & Circle Bar Design
Benelux	075564	11/8/90	Debtor	NS & Circle Bar Design
Canada	273619	11/5/82	Debtor	N-S CopperFree

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A-3.

AMENDMENT NO. 1 TO SCHEDULE A

Trademark	Serial No.	Registration No.
Tru-Cor (words only)	75-672193	
Brush-Pack (words only)	75-664325	2326343
NS (words and design)	71-481551	0420579
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TRADEMARK
RECORDED: 06/29/2000 REEL: 002107 FRAME: 0698